

# INVITATION TO BID



Department Of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-684-1681 TTY Relay: 711

**DATE ADVERTISED:** **February 2, 2006**

**ITB Title:** **Vehicle, VanPool – Mini-Van**

**ITB Number:** **IT13024-AAB**

**Due Date:** **February 28, 2006- 2:00 P.M.**

**Buyer:** Amon Billups, [amon.billups@metrokc.gov](mailto:amon.billups@metrokc.gov), 206-263-4270

## Term Purchase Requirement

Furnishing new, current model year, **7-passenger Mini-Van**, for King County Metro Transit VanPool Program, in accordance with the following and attached Invitation to Bid (ITB) instructions, requirements, and specifications.

**Total Bid Price:** \$ \_\_\_\_\_

### Pre-Bid Conference:

Wednesday, February 15, 2006, 9:30AM  
King County Procurement Services Sect.  
Exchange Bldg, 8<sup>th</sup> Fl, Conf. Room "A"  
Seattle, WA 98104

Sealed Bids are hereby solicited and will **Only** be received by:

**King County Procurement Services Section**  
**Exchange Building, 8<sup>th</sup> Floor**  
**821 Second Avenue**  
**Seattle, WA 98104-1598**

Office Hours: 8:00 a.m. - 5:00 p.m.  
Monday - Friday

## OFFEROR MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name

Address

City / State / Postal Code

Signature

Authorized Representative / Title

Email

Phone

Fax

Delivery guaranteed: ☐ Yes ☐ No

Days after order:

Prompt Payment Discount Terms:

\_\_\_\_\_%-\_\_\_\_Days, Net \_\_\_\_\_

SEDB / DBE Certification number (if applicable - see [Section 1-24](#))

This Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

## **SECTION 1 - BIDDING INSTRUCTIONS AND PURCHASE CONTRACT CONDITIONS**

### **1-1 EXPLANATION TO OFFERORS**

All questions and any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and directed to the named buyer not later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

### **1-2 SUBMISSION OF OFFERS**

- A. The **original and one (1)** copy of this entire solicitation document package shall be signed and submitted complete. Original shall be noted or stamped "original". Offerors shall use and complete this document for their response, are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable. Failure to return the entire solicitation document with offer will result in disqualification of the offeror.
- B. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the solicitation title and number, the due date specified in the solicitation for receipt, and the name and address of the offeror on the face of the envelope. Offerors are cautioned that failure to comply may result in non-acceptance of the offer.
- C. Telegraphic or electronic offers will not be considered. Modifications to offers already received may be made by telegram provided the actual telegram is received prior to the hour and date specified for the bid opening.
- D. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, will be submitted without expense to the County. If not destroyed by testing, samples will be returned at the offeror's request and expense unless otherwise specified.
- E. All offers submitted shall be firm offers for a minimum period of 90 days after the bid opening date unless otherwise stated in writing in the offer.

### **1-3 FAILURE TO SUBMIT OFFER**

If the recipient of this solicitation does not wish to submit an offer for the goods or services requested, they may return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified.

### **1-4 LATE OFFERS**

Offers, modifications of offers, and withdrawal of offers received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

### **1-5 PREPARATION OF OFFERS**

- A. Offerors are expected to examine the drawings, specifications, delivery, schedules and all Instructions. Failure to do so will be at the offeror's risk.
- B. All offers shall be considered to be in strict compliance with the bid invitation specifications and the successful offeror will be held responsible therefore unless any and all variations from the

specifications are clearly described and sufficient supporting data is submitted with the bid to show their equivalency to the specifications.

- C. Each offeror shall furnish all information required by the solicitation. To be eligible for award the offeror must sign the solicitation and print or type their name in the space provided. Offers signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished.
- D. Unit prices with extended totals for each item shall be listed and shall include all packing charges. Unit prices will be used as the basis for awards when an error in extending total amounts occurs.
- E. The prices quoted shall remain firm until all deliveries of goods and/or services are completed. Offers stating price in effect at the time of shipment will not be accepted.
- F. When indicated, King County will use prompt payment discount terms when evaluating offers, however, discounts terms of less the twenty (20) days will not be considered. The minimum acceptable payment terms without benefit of twenty (20) day discount shall be NET 30 days. List prompt payment discounts offered on page 1 of the solicitation.
- G. Taxes shall NOT be included in the bid prices. Applicable taxes will be added as a separate item. The offeror is cautioned that sales tax is a factor in evaluating the total cost to the County for awards. VanPool vehicles are exempt from state sales tax.
- H. All deliveries shall be FOB destination unless otherwise specified by the County, or when specifically excepted by the offeror. All offerors of FOB origin shipments are cautioned that shipping costs are a factor in determining net costs to the County.
- I. Offeror must state a definite time for delivery of supplies or completion of performance of service unless otherwise specified in the solicitation.
- J. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
- K. Offerors are cautioned to note any requirement for certification of understanding shown in the solicitation. Offerors signing such certificates indicate understanding and agreement to comply with the specifications and will be held fully responsible.

#### **1-6 MODIFICATION OR WITHDRAWAL OF OFFERS**

Offers may be modified or withdrawn by mail or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or authorized representative provided their identity is made known and they sign a receipt for the offers, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. All requests for modification or withdrawal of offers, whether personal, written, or telegraphic shall not reveal the amount of the original bid.

#### **1-7 ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS**

Receipt of an addendum to a solicitation by an offeror must be acknowledged by:

- A. signing and returning the addendum, or
- B. acknowledging receipt of all addenda as indicated by the solicitation.

Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

#### **1-8 BID DEPOSIT**

When specifically required by the solicitation, a bid deposit in the form of a surety bond, postal money order, cashier's check, or certified check shall be furnished by the offeror to the County payable to "King County Finance". The bid deposit of all unsuccessful offerors shall be returned after the contract is awarded.

## 1-9 GENERAL

- A. Offerors desiring to restrict offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the offer.
- B. After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all articles which are not in strict conformity with the requirements of the specification and the offer. All such rejected articles must be promptly removed and replaced by new articles (which shall be subject to approval) at the offeror's own expense.
- C. Offers are understood as containing a warranty that all articles are in strict conformity with the requirements of the specifications.
- D. On failure to furnish promptly any articles specified in the contract, of the quality specified, the County reserves the right to purchase same in the open market, or of declaring such contract void, and if a greater price than the contract price has to be paid for any articles by purchasing it in the open market, the difference will be charged to the Contractor.
- E. Electronic Commerce and Correspondence:

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Goods/Services" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential offeror. Each offeror bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If an offeror downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the offeror *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the offeror's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After all offers have been opened in public, the County will post a listing of the offerors-submitting offers, or the name of a person to contact for bid results at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs/ Awarded/ Goods/Services" portion of the site for a listing, as well as a notification of a final award.

## 1-10 SUBSTITUTIONS

When special brands, materials, design, style or size are named in the solicitation for any item, such specifications shall be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use. Where indicated in the solicitation, brands of equal quality, performance and use may be considered, provided the offeror specifies the brand, model and submit with their offer other data necessary for comparison. The County shall retain the sole right to accept or reject substitute offers.

## 1-11 TAXES

- A. King County requires that all awarded Contractors have a Department of the Treasury Internal Revenue Service Form W-9 on file with King County to accommodate payment. If your firm does not have this form on file, or if you wish to obtain a copy, you may download a copy from either

the King County web site<sup>1</sup>, or directly from the Internal Revenue Department web site<sup>2</sup>, or you may request one from the contact address and phone number on the front page of this bid form.

- B. King County is required to pay Washington State Sales or Use Taxes for most goods and services.
- C. King County is exempt from Federal Excise and Transportation Taxes. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

#### **1-12 WARRANTY**

On each item offered, the minimum acceptable warranty shall be that the Contractor will repair or replace all equipment or items which fail due to defective equipment and/or defects in material and workmanship at no cost to the County during the first year after acceptance by the County. The solicitation may require other specific warranty terms and details. All warranties shall indicate the following information.

- A. Exact period of warranty.
- B. Any special extended warranty offered.
- C. Name and address of local warranty service and service hour.
- D. Name and address of local parts supplier and delivery time.
- E. Any special hours emergency service offered.
- F. Availability of direct factory service and parts.
- G. A general statement of warranty policy

The Contractor shall submit copies of applicable warranties upon request by the County.

#### **1-13 AWARD OF CONTRACT**

- A. An award of contract shall be subject to all applicable Federal and State laws, King County Code, and, to King County Contracting Opportunities Program (refer to paragraph 1-24).
- B. The contract will be awarded to the responsible, responsive offeror submitting the lowest price to the County subject to King County's Small Economically Disadvantaged Business (SEDB) Opportunities Program as stated on Attachment "A".
- C. The County reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers.
- D. The County may accept any individual item or group of items of any offer, unless the offeror qualifies their offer by specific limitations. (refer to paragraph 1-9.A).
- E. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance shall be a binding contract without further action by either party.
- F. On any County award or rejection, the decision of the County shall be final.

#### **1-14 TERM PURCHASE AGREEMENTS**

- A. Term purchase agreements, annual or blanket purchase orders may be issued by the County for goods/services for such periods as are indicated in the solicitation or agreement (contract). Such agreement periods may be less than but shall not exceed the specified time period.

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<sup>1</sup> The King County's web site is located at: [http://metrokc.gov/procurement/resources/forms\\_gs.aspx](http://metrokc.gov/procurement/resources/forms_gs.aspx)

<sup>2</sup> The Internal Revenue Service web site is located at: <http://www.irs.gov/>

- B. The quantities listed in the solicitation represent the County's estimated requirements during the contract period. The County will be neither obligated by nor restricted to the quantities indicated.
- C. Term purchase agreements for estimated quantity requirements are subject to the option of King County to purchase up to 25% of its requirements from other sources for experimental, test or evaluation purposes or if a lower responsible price is offered or if the vendor is unable to make deliveries in accordance with the requirements of the County.
- D. The prices quoted shall be the maximum allowed during the contract period unless the solicitation specifically provides for price escalation. Price reductions at the manufacturer's or distributor's level during the contract period shall be reflected by a reduction of the contract price retroactive to the effective date of the price reduction.

**1-15 AFFIRMATIVE ACTION AND NON-DISCRIMINATION IN CONTRACTING**

The offeror shall comply with the provisions of King County Code Chapters 12.16, 12.17, 12.18, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements.

**1-16 INSURANCE**

When required under the terms of the solicitation, commercial general and auto liability, property damage, and fire insurance acceptable to the County in the amounts specified, shall be furnished by the offeror. All insurance policies shall be endorsed with the following declaration, "King County, its officers, employees, and agents are covered as additional insureds."

**1-17 INVOICES**

Two copies of invoice(s) shall be submitted, unless otherwise specified. Invoices shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, sizes, quantities, unit prices, extended totals, and discounts offered, if applicable. Bill to the "Ship To" address on the purchase order unless otherwise notified. **Do not bill to or forward invoices to the procurement services section.**

**1-18 PAYMENTS**

The Contractor shall submit properly certified invoices to King County. All payments will be remitted by mail. The provisions or monies due under this contract shall not be assignable. The County will take advantage of any prompt payment discount terms offered. Discount periods must be extended if the invoice is returned for credit or correction.

**1-19 COOPERATIVE PURCHASING**

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

**1-20 CONTINGENT FEE**

The Contractor, subcontractor and each offeror certifies that:

- A. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or receive this contract.
- B. They have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract and agreed to furnish information relating to (A) or (B) above as requested by the County.

- C. They have not been asked or otherwise coerced, either expressly or impliedly, into contributing funds for any purpose as a condition to doing business with the County.

**1-21 CANCELLATION**

The County may cancel any purchase order/contract, or any part thereof by written notice at any time without penalty for its own convenience, for default of the Contractor, or, for non-appropriation of funds by the King County Council.

**1-22 PROTEST PROCEDURE**

King County has a process in place for receiving protests based upon either bids or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.

**1-23 ENVIRONMENTAL PURCHASING POLICY**

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper and ensure that the Submittal Response Form of each document bears an imprint identifying it as recycled paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

**1-24 KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM FOR GOODS AND SERVICES**

King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County competitively bid contracts for the purchase of goods and services. The program is open to all SEDB certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

SECTION 2 - OFFEROR QUALIFICATIONS, BID EVALUATION, AND AWARD

2-1 FINANCIAL RESOURCES AND AUDITING

If requested by the County, prior to the award of a contract, the successful offeror shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract. This proof may include but shall not be limited to, audited financial statements such as balance sheets and statements of cash flow for each of the three (3) most recently completed fiscal years, documentation of an open line of credit or other arrangement with an established financial institution, certification of adequate financial resources provided by the successful offeror's principal financial officer or an independent accountant, or an onsite audit of the successful offeror's financial fitness to perform the contract, conducted by King County's Auditing Division.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and compliance with all terms and conditions contained within this contract. King County shall be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

2-2 QUALIFICATIONS

To be eligible for award, offerors shall be a bona fide franchised dealer or manufacturer of the vehicle offered.

2-3 REFERENCES

List the names and addresses of four (4) customers, for whom the offeror has provided other vehicles as specified, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by an offeror be found unsatisfactory, King County, at its sole option, may reject that offeror's offer. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **References must be submitted with offer.**

Company Name	1. _____	2. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____
Company Name	3. _____	4. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____



**2-4 EVALUATION**

Offers meeting all other requirements of this ITB will be evaluated based upon price.

King County will use prompt payment discount terms in evaluation of this ITB, however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by King County without benefit of twenty (20) day discount shall be **Net** 30 days. State payment terms on Page 1 of this ITB.

The evaluation process will also include application of a 5% incentive factor for firms responding to this ITB that are certified and participating in King County's Contracting Opportunities Program.

**2-5 AWARD**

Award will be made to the firm deemed lowest responsive, responsible offeror, based upon total cost to the County, after application of the 5% incentive, if eligible.

King County will not split the award of this ITB.

### **SECTION 3 - GENERAL CONTRACT REQUIREMENTS**

#### **3-1 AFFIRMATIVE ACTION REQUIREMENTS KING COUNTY CODE CHAPTER 12.16**

King County Code 12.16 relates to non-discrimination in employment and requires vendors to submit work force data to be eligible for a purchase order or contract award. For a vendor/contractor to receive a purchase order or contract, personnel employment data must be provided on the King County Personnel Inventory Report (PIR) when the amount of business placed with the firm will exceed \$25,000 for the year. The code also requires submission of a notarized Affidavit and Certificate of Compliance when orders during any one-year period are expected to amount to \$25,000 or more. After the initial submission, a PIR is required to be updated and resubmitted once every two years in order for the form to remain valid with the County. The Affidavit remains valid as long as an updated PIR is submitted once every two years.

In order to be eligible for receipt of a purchase order for this work, offerors/proposers must have the above listed forms on file with the County. Forms are to be filed with the Procurement & Contracts Services Section. Please contact the King County Procurement & Contracts Services Section at 206-684-1681, or the buyer listed in this document if you wish to receive a copy of these forms and/or have questions regarding their completion. Copies of the forms are also maintained at:

[http://metrokc.gov/procurement/resources/forms\\_gs.aspx](http://metrokc.gov/procurement/resources/forms_gs.aspx).

#### **3-2 NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT**

King County Code Chapter 12.17 and 12.18, which relates to non-discrimination in contracting and fair employment practices, are incorporated by reference as if fully set forth herein and such requirements apply to this contract. In accordance with K.C.C. 12.17 and 12.18, neither the Contractor nor any party subcontracting under the terms and conditions of the contract shall discriminate or engage in unfair contracting or employment practices.

#### **3-3 NON-DISCRIMINATION IN BENEFITS TO EMPLOYEES WITH DOMESTIC PARTNERS**

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at:

[http://www.metrokc.gov/procurement/documents/U\\_042\\_EB\\_Worksheet\\_Declaration.pdf](http://www.metrokc.gov/procurement/documents/U_042_EB_Worksheet_Declaration.pdf).

#### **3-4 SUPPORTED EMPLOYMENT PROGRAM**

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those offerors that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division at 206-296-5268.

#### **3-5 DESCRIPTIVE DATA AND SPECIFICATIONS**

Submit complete descriptive data and specifications, including a statement of warranty, for the equipment offered.

### **3-6 ESTIMATED QUANTITIES**

The quantities listed in the solicitation represent the County's current estimated requirements. The County will be neither obligated by nor restricted to the quantity(s) indicated.

### **3-7 NON-ASSIGNMENT**

The Contractor may not assign any rights or delegate any duties under this contract without the County's prior written consent. Such consent must be in writing and received no less than sixty (60) days prior to the date of any proposed assignment and/or delegation.

### **3-8 INCORPORATION OF DOCUMENTS**

The contract between the awarded offerer and King County shall include all documents mutually entered into, specifically including the contract document, the solicitation, and the Response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation.

### **3-9 SEVERABILITY**

The invalidity or unenforceability of any provision of any resultant Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

### **3-10 FORCE MAJEURE**

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of the Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any other cause not within such party's control, to perform or comply with any obligation or condition of the Contract, upon giving written notice within seven (7) days from the beginning of such event, and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

### **3-11 INDEMNIFICATION AND HOLD HARMLESS**

A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor of work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the contractor, its officers, employees, subcontractors of any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

### **3-12 TERMINATION**

#### **A. Termination for Convenience**

The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Successful Awardee. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Successful Awardee shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Successful Awardee shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Successful Awardee shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Successful Awardee has any property in its possession belonging to the County, the Successful Awardee will account for the same and dispose of it in the manner the County directs.

#### **B. Termination for Default**

In addition to termination for convenience, if the Successful Awardee does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Successful Awardee fails to perform in the manner called for in the contract, or if the Successful

Awardee fails to comply with any other material provisions of the contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Successful Awardee setting forth the manner in which the Successful Awardee is in default and the effective date of termination; provided that the Successful Awardee shall have ten (10) calendar days to cure the default. The Successful Awardee will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the County caused by such default.

The termination of this contract shall in no way relieve the Successful Awardee from any of its obligations under this contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

This contract may be canceled at the end of the then current fiscal period for non-appropriation of funds by the King County Council. Such cancellation shall be upon thirty (30) days written notice to the Successful Awardee. King County's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection:

The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and

The Successful Awardee shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.

Funding under this contract beyond the current appropriation is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year.

## **SECTION 4 - SPECIFIC CONTRACT TERMS AND CONDITIONS**

### **4-1 CONTRACT VALUE**

The estimated annual value of this contract is approximately \$3,000,000.00. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

### **4-2 CONTRACT DURATION/ EXTENSION**

The contract period for ordering vehicles shall be for a period of one (1) year from the date of contract award.

Should the current model year vehicle be no longer available, the contractor shall provide the same vehicle from the next model year.

### **4-3 PRICE REVISIONS**

The prices shall remain firm for at least one (1) year after the bid award or throughout the current model year production period.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price change.

In the event of a price increase at the manufacturer's level during the contract period, the Contractor may request a price change not to exceed the exact amount of the manufacturer's price increase. The request shall include adequate documentation such as a copy of their supplier's price change notice or documentation from the Producer Price Index (PPI). Requests for any such change shall be made in writing to the Procurement Services Section office. The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days notice prior to the effective date of the price increase. King County will evaluate this information to determine if the pricing is considered fair and reasonable to the satisfaction of King County. The County may cancel the contract if the price increase request is not approved.

If price increases are approved by the County and allowed, a contract change order will be issued to reflect the approved increase and its effective date. Failure to provide the requested documentation to support a price change request shall not impact the ordering or delivery of any item or service associated with the contract.

King County will not be bound by prices contained in an invoice that are higher than those authorized by King County in the form of a change order. If prior acceptance of the higher price has not been authorized by King County, the invoice may be rejected and returned to the Contractor for a correction.

### **4-4 FEDERAL GRANT REQUIREMENTS**

This solicitation shall be available for use by all King County Departments, Divisions and Agencies, as well as other Governmental Agencies. If orders will be placed by a Governmental entity utilizing federal grant funds, the Contractor will be required to sign and comply with the Federal Granting Authority's required documentation.

#### **4-5 PAYMENT PROCEDURES**

**A. Invoices**

The Contractor for Work Accepted by the County shall furnish invoices to:

King County  
VanPool Fleet Management  
Attn: Daphne Dilley, M/S YES-TR-0700  
400 Yesler Way, 7th Floor  
Seattle, WA 98104-2615

Note: For multiple or partial deliveries a separate invoice shall be generated for each completed delivery accepted by the County. All invoices shall include the following information: purchase order number, requester's name and phone number, date of invoice, invoice number and invoice total. For each item in the Contract provide the: item number, quantity, description, and contract price.

Failure to comply with these requirements or to provide an invoice in conformance with the contract may delay payment.

**B. Payments**

Invoices for accepted vehicles will be processed within thirty (30) days after receipt. Upon acceptance of payment Contractor waives any claims for the Work covered by the Invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales/use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to Washington, or the County will make payment directly to the State.

#### **4-6 PAYMENT RETENTION**

As provided by the contracted payment terms, King County Metro Transit will pay for each vehicle in full with the exception of the final five (5) vehicles delivered. Payment on these five (5) vans will be held until all vehicles are "accepted". "Vehicle acceptance" requires the satisfactory completion of any pre-delivery service, warranty and conversion work.

#### **4-7 POST AWARD MEETING**

Upon contract award a meeting will be held between VanPool and representatives of the contractor's sales and service departments. Other participants may include manufacture's representative for fleet sales and service. The purpose of the meeting will be to establish lines of authority and communication, define schedules, identify any needed follow-up reports and review the duties and responsibilities of all parties. The meeting will include the review and confirmation of specific contractual requirements.

## **SECTION 5 - TECHNICAL SPECIFICATIONS**

### **5-1 ABSTRACT**

The Rideshare Operation Division, VanPool Program of King County Metro Transit is requesting bids for the purchase of model year 2006 7-passenger mini-vans, Chevrolet Uplander, Kia Sedona, Dodge Grand Caravan, or approved equal. Vehicle dealers submitting bids shall be located locally, within a geographic proximity to provide prompt, responsive warranty delivery service as specified.

The VanPool Program provides vans, staff support, maintenance, fuel and insurance to groups of 5-15 people who commute together. One volunteer from the group drives the van and rides for free. All other members pay a monthly fee that is based on the round-trip mileage of the commute and the number of people in the vanpool.

All vehicles shall be new model year 2006 production, equivalent in style and quality offered to the general public. Vehicles shall be supplied with all the equipment and accessories indicated as standard equipment in the manufacturer's current model year published literature in addition to the special after-market equipment specified.

It is estimated that VanPool will purchase approximately 160 vans as a result of this bid. However, actual quantities may vary as a result of program needs and available budget. Quantities are estimates only, King County Metro Transit will be neither obligated nor restricted to the estimated quantities or the ranges indicated

### **5-2 FIRST PRODUCT REVIEW**

The contractor shall provide VanPool staff with a first product production model vehicle for review prior to delivery of the remaining vehicles.

### **5-3 DELIVERY**

Delivery is required as soon as possible and not later than 90 days after verbal placement of an order. Offerors shall state the number of days in which they will guarantee delivery after receipt of order. Bid prices shall include delivery, FOB destination, to the following location.

King County Metro Transit Distribution Center  
18655 NE Union Road  
Redmond, WA 98052

All vehicles shall be driven from either the dealer's location or terminal services to the distribution center. Vehicles shall be test driven a minimum of fifteen (15) miles but no delivery shall exceed two hundred (200) miles per vehicle.

Vehicle deliveries shall be scheduled a minimum of one (1) business day prior to delivery. Scheduled deliveries shall be made between the hours of 7:30 AM and 2:00 PM, Monday through Friday. Unless otherwise arranged, the contractor shall deliver a minimum of fifty (50) vans per week, not to exceed ten (10) per day. The contractor shall contact Diane Davis at phone number 206-684-1103, pager number 206-969-4979 or Daphne Dilley at phone number 206-684-1920 to make arrangements for vehicle deliveries. No vehicles shall be delivered without prior authorization from one of the individuals noted above. Vehicles delivered without prior notice may be rejected, requiring a second delivery at the contractor's expense. Vehicles shall not be left unattended at destination or delivered during non-business hours/days unless expressly approved in advance.

### **5-4 VEHICLE RECEIPT**

At the time of delivery, VanPool staff will visually inspect each vehicle. Vehicles with any damage, performance problems, are non-compliant with the specification, are dirty or delivered without the correct paperwork will be refused. Vehicles that appear in good condition will be "received."



**5-5 VEHICLE INSPECTION and “ACCEPTANCE”**

Within ten (10) working days of delivery, VanPool staff will perform a thorough inspection of each vehicle and notify the contractor in writing of its “acceptance” or “non-acceptance” status, stating specific problems and/or defects.

The contractor shall have seven (7) working days after receipt of written notification to correct problems. The contractor shall be responsible for the pick-up, servicing and re-delivery of vehicles with problem to the Distribution Center. Final payment for vehicles is subject to satisfactory correction of any problems.

A full time complete parts and service facility offering factory authorized service and a parts supply adequate to perform complete repairs is required. Facility shall be located within a twenty-five (25) mile radius of the delivery address.

**5-6 VEHICLE WARRANTY**

The minimum acceptable warranty for all vehicles delivered under the terms of the contract shall be five (5) years or sixty thousand (60,000) miles, bumper to bumper.

Factory-service policies shall be honored at any factory-authorized dealer within the State of Washington and shall be furnished with vehicle.

The contractor shall provide a manufacturer’s warranty against parts failure or malfunction due to design, construction or installation errors, defective workmanship and missing or incorrect parts. The warranty period shall be as identified in the manufacturer’s standard warranty.

If the contractor receives any additional warranties on the whole or any component of the vehicle in the form of time and/or mileage, including any prorata agreements, or the manufacturer or contractor generally extends a greater or extended warranty to its fleet customers, King County Metro Transit VanPool Program shall receive the same warranty benefits.

Warranty shall begin on the date vehicles are placed into service, not the delivery date. In-service dates will not exceed six months from receipt of vehicles. The contractor will be notified of in-service dates.

Copies of all applicable warranties shall be submitted with bid responses.

**5-7 DEALER’S WARRANTY ON AFTER MARKET INSTALLATIONS**

The operation of any after market equipment or options installed or sub-contracted by the dealer shall be fully warranted by the dealer to include labor and parts for a minimum of three (3) years from the date vehicles are placed into service, unless otherwise noted. The dealer or its designee shall provide warranty repair in the greater Seattle area within five (5) business days of notification.

**5-8 GENERAL**

- A. Only new models in current production, which are cataloged by the manufacturer, and for which printed literature and specifications are available, are acceptable.
- B. A performance demonstration may be required before bid award. Performance demonstration shall be of unit per basic specifications.
- C. All standard equipment and components necessary for operation and normally supplied shall be furnished, even if not called out in specifications.
- D. All vehicles shall be new. Used, demonstration, rebuilt or remanufactured equipment is unacceptable. All items requested in the specifications shall be factory available, with the exception of aftermarket equipment.
- E. The vehicles shall have full dealer preparation and be ready for service when delivered.

- F. Dealers name or logo SHALL NOT appear on vehicles.
- G. State and Federal Regulations
  - 1. The vehicles offered shall:
    - a. Conform to the specifications listed.
    - b. Conform to the motor vehicle laws of the State of Washington.
    - c. Comply with the Federal Motor Vehicle Safety Standards for 2006/2007.
    - d. Comply with EPA requirements for emission and noise control for 2006/2007.
- H. The vehicles shall be delivered with the following items. Vehicles will not be considered delivered until all items are received and accepted by King County METRO VanPool.
  - 1. Title application for each unit delivered
  - 2. Manufacturers statement of origin for each unit delivered
  - 3. Odometer Disclosure Certificate for each unit
  - 4. Signed pre-delivery service checklist certificate for each unit
  - 5. Original billing invoice
  - 6. Complete technical service manuals per model bid (see vehicle specs)
  - 7. Operators manuals (see vehicle specs)
  - 8. Four (4) sets of “non-chip” keys for each unit delivered

## 5-9 PRE-DELIVERY SERVICE

Accurate pre-delivery servicing is required of all vehicles at the time of delivery. Delivery of each vehicle shall be accompanied by a signed certificate of checklist of pre-delivery service indicating that the vehicle has been properly prepared and serviced prior to delivery by qualified personnel. **Factory preparation alone does not meet this requirement.**

The term “Pre-delivery Service”, for the purpose of this contract means any service or vehicle preparation required to make the vehicle ready for service upon delivery to VanPool. Service shall include but not be limited to the following tasks and inspection:

- A. GENERAL APPEARANCE AND VEHICLE PREP
  - Interior and exterior body appearance: clean, complete, quality workmanship
  - Complete installation of all mirrors, carpeting, antenna, hubcaps, running board, etc.
  - Complete installation of spare tire, jack and lug wrench
  - Minimum  $\frac{3}{4}$  tank fuel per vehicle
  - Test driven for a minimum of fifteen (15) miles
- B. LUBRICATION, TOPPING OF FLUID LEVELS AND CORRECTION OF LEAKS
  - Radiator antifreeze protection to –20 degrees f
  - Windshield washer and fluid
  - Battery
  - Steering gear
  - Brake master cylinder
  - Engine oil

- Power steering and differential fluids
- Automatic transmission fluid
- Air conditioning unit freon level
- Door and window seal leaks

C. MECHANICAL OPERATION OF VEHICLE

- Steering gear and linkage
- Suspension assembly, front and rear
- Tire pressure to normal rated road requirements
- Hood latch
- Head lights, aim and adjust
- Rear view mirrors and hub caps installed
- Seat and shoulder belts operative and properly aligned
- All locks and latches to be operative
- Windshield wiper/washer systems shall be operative
- Proper adjustment to all drive belts
- Steering column alignment
- Front wheel alignment

D. ELECTRICAL OPERATIONS TO INCLUDE

- Headlights, side marker lights, license plant and back up lights, emergency flasher and parking brake lights, directional signal lights
- Overhead reading lights and all auxiliary lights
- Cruise control
- Heating and air conditioning systems
- Radio sound system
- Door locks including keyless remote entry
- Window motors
- All electronic / computer control devices

**5-10 VEHICLE SPECIFICATIONS**

Model Year 2006/7-Passenger Mini-Van - Chevrolet Uplander, Kia Sedona, Dodge Grand Caravan or approved equal.  
Include all factory standard equipment or factory-installed optional equipment unless specified differently or unavailable

Place a check ( ✓ ) in the correct box to indicate the following:

**Minimum Specifications**

	<b>Manufacturer's Feature or Option Code</b>	<b>Manufacturer's Standard Equipment</b>	<b>Manufacturer's Optional Equipment</b>	<b>After Market Equipment</b>
Engine 3.8L V 6				
215 HP				
Wheelbase not to exceed 122"				
Height not to exceed 72"				
Payload 1260 lbs				
4-Speed Automatic Transmission				
Warranty - Bumper to Bumper 5yrs/60 K mi.				
Power Steering				
Power Windows/Power Door Locks				
Keyless Remote Entry				
No Chip Keys				
Tilt Wheel and Cruise Control				
Heat: Front and Rear				
Air Conditioning: Front and Rear				
Auxiliary External Air to Oil Transmission Cooler				
Heavy Duty Engine Oil Cooler				
Heavy Duty Radiator and Transmission Oil Cooler				
Heavy Duty Suspension				
Heavy Duty Shocks - Front and Rear				

Place a check ( ✓ ) in the correct box to indicate the following:

**Minimum Specifications**

	<b>Manufacturer's Feature or Option Code</b>	<b>Manufacturer's Standard Equipment</b>	<b>Manufacturer's Optional Equipment</b>	<b>After Market Equipment</b>
Front-Rear Stabilizer Bars				
Traction Control				
Electronic Stability Control				
High Back Front Bucket Seats, Reclining and Adjustable with Inboard Armrest				
Clock AM/FM Stereo Radio with CD Player (Front and Rear Speakers)				
Dual Side Sliding Doors				
Rear Lift Gate Door				
Complete Body Glass, Tinted and Vented (Deep Tint Beyond B Pillar)				
Side Mirrors - Breakaway - Dual Electric Remote Black or to Match Van Color				
Floor mats - vinyl/rubber sided - all positions - color tone to match carpet				
Lighting to include door actuated interior lights: dome, side door and driver and passenger stepwells.				
Spare Tire and Wheel Securely Mounted with Appropriate Hardware.				
Low Tire Pressure Alert				
Cargo Net				
OEM Dual Side Running Boards running wheel-well to wheel-well				
<u>Heavy Duty Running Board</u> Constructed of Heavy-Duty, Extruded and Anodized Aluminum, Alloy 6463-T5 or approved equal with three (3) support Braces Matching the Van Body. Edges of the Flaps Protected with Trim Lock Moulding Corrosion Resistant with Non-Slip Surface Running Wheel Well to Wheel on the Passenger Side.				
Class Three, 2" Trailer Receiver (installed) for Bike Rack				
Four (4) sets of keys per van - labeled and delivered with the van				
Ten (10) Service Manuals per model bid				

Place a check ( ✓ ) in the correct box to indicate the following:

Minimum Specifications

	Manufacturer's Feature or Option Code	Manufacturer's Standard Equipment	Manufacturer's Optional Equipment	After Market Equipment
One (1) Jacketed Vehicle Owners Manual for each vehicle delivered plus a total of Twenty (20) additional Jacketed Vehicle Owner Manuals				
¾ Tank of gas				

Notes:

1. When **Heavy Duty** is noted vendor shall provide heaviest duty option available for factory-installed equipment.
2. All bidders shall provide a standard color chart with their bid response.
3. Vehicle colors will be determined upon issuance of a Purchase Order.

SECTION 6 - PRICING

Item No.	Est. Quantity	Description	Unit Price	Total Price
1.	160 EA	New Current Model 7-Passenger, Mini-Van Yr/Make/Model: _____ _____	\$ _____	\$ _____
TOTAL BID PRICE				\$ _____



King County

**ATTACHMENT A**  
**INVITATION TO BID IT13024-AAB**  
**KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM**  
**FOR GOODS AND SERVICES CONTRACTS**

The King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the Program is to maximize the participation of Small Economically Disadvantaged Businesses through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by contacting the BDCC office at 206-205-0700.

**Application of the 5% Incentive Factor and Contract Award:**


1. This contract will be awarded to the lowest responsive, responsible offeror; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent (5%) of the bid price of the lowest responsive, responsible offeror, and that offeror is not a SEDB, then the contract shall be awarded to the low SEDB offeror.
2. All certified SEDB offerors must complete the information in the section for Offeror Identification as described in the front page of this Invitation To Bid and the certification information below.
3. (\_\_\_) Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

\_\_\_\_\_  
Name of SEDB Business\_\_\_\_\_  
SEDB Certification Number\_\_\_\_\_  
Owner Signature\_\_\_\_\_  
Contact Person Name and Phone Number



**Bid Opening Label**

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

<b>U R G E N T – SEALED BID ENCLOSED</b> <b>Do Not Delay – Deliver Immediately</b>	
<b>U R G E N T</b>	 <b>King County</b> King County Procurement & Contract Services Section Exchange Building, 8 <sup>th</sup> Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598
	<b>Bid No.</b> IT13024-AAB
	<b>Bid Title</b> Vehicle, VanPool – Mini-Van
	<b>Due Date</b>
	<b>Vendor</b>
<b>U R G E N T</b>	